Terms and conditions

Machine To Machine (M2M) and Internet of Things (IoT)

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These General Terms & Conditions define the services that Orange Belgium s.a. provides to the Customer within the framework of the access to the ´Machine to Machine´ service and to the ´Internet of Things´ service, and the reciprocal obligations deriving therefrom. These General Terms & Conditions contain the general provisions according to which the Customer may use M2M or Internet of Things telecommunications or may commercialise such telecommunications to Customers as part of a Value Added Solution.

These General Terms & Conditions are the terms and conditions that apply to the Service – and not to the Machine, the Device, or the Object.

Article 1 – Definitions

Whenever used in these General Terms & Conditions, the following concepts will have, for the purposes of the underlying Agreement, the meaning as specified hereafter. The defined concepts are written with a capital letter in the text.

Activation or **Activate** is the process of making the Service operational so that the Customer can use this Service.

The **Special Terms & Conditions** are formed by the applicable rates, product descriptions and specific conditions of the Service. In the event of contradiction, the Special Terms & Conditions take priority over these General Terms & Conditions.

The **BIPT** is the Belgian Institute for Postal services and Telecommunications, founded by the Act of 21 March 1991 on the reform of certain economic public companies.

The **Contract** is Orange´s obligation to grant the Service(s) and the Customer´s obligation to respect the conditions associated with this Service. The Contract contains at least the identification data of the Customer and sets forth the chosen Service(s) and option(s) and their term.

Service is the M2M Service or Internet of Things Service which Orange Belgium s.a. offers within the framework of the Contract.

M2M Service means the delivery by Orange Belgium s.a. of the Machine to Machine connectivity; Orange´s radio communication service allowing the Customer to use a IoT number in order to receive from and/or send data to an industrial modem, specifically for 'Machine to Machine´ applications. The Service is provided by Orange Belgium s.a. to the Customer for the latter´s own use or in order to be sold to Users as part of a Value Added Solution.

Micro-enterprise: enterprise that does not exceed the annual average of 9 employees, calculated in accordance with article 1:24 of the Companies and Associations Code.

Micro-organisation without profit motive: non-profit association, international non-profit association or foundation that does not exceed the annual average of 9 employees, calculated in accordance with article 1:28 of the Companies and Associations Code.

IoT Service means the delivery by Orange Belgium s.a. of the specific Internet of Things applications by Orange Belgium allowing the Customer to receive data from and/or send it to an Object, to a specific IoT application in the Customer's data centre or on the public Internet. The Service is provided by Orange Belgium s.a. to the Customer for the latter´s own use or in order to be integrated and sold for Users as part of a Value Added Solution, this within an industrial context and for professional purposes.

Documentation: the technical manuals, user manuals, operating manuals and all other documentation relating to the use or operation of Machine to Machine or Internet of Things telecommunications or the Portal, including revisions, replacements, improvements and additions. These documents are purely informational.

User: is the end user of the Service.

Internet of Things or **IoT**: is a telecommunication application used to automatically transfer data between Objects and their corresponding applications.

Customer: is the legal person or association or self-employed person (liberal profession, trader), with whom Orange Belgium s.a. has an Agreement and who uses the Service(s) at least in part for professional purposes.

Small enterprise: enterprise that does not exceed the annual average of 49 employees, calculated in accordance with article 1:24 of the Companies and Associations Code.

Small organisation without profit motive: non-profit association, international non-profit association or foundation that does not exceed the annual average of 49 employees, calculated in accordance with article 1:28 of the Companies and Associations Code.

Machine (or **remote Machine**): an autonomous device that can communicate with a remote server using a modem.

Machine to Machine or **M2M**: is a radio communication service for establishing connectivity whereby data are automatically transmitted between the equipment (Machine or Object) and the applications.

M2M APN (or '**Access Point Name**'): refers to APNs that are used specifically within the M2M framework.

Object (or **remote Object**): an autonomous device that can communicate with a remote server using a modem.

Orange: Orange Belgium s.a., a public limited liability company organised and existing under Belgian law, with registered office at Bourgetlaan 3, 1140 Brussels, that operates and commercialises the Service under the registered trademark and the trade name ´Orange´.

Agreement: consists of the Contract signed by the Customer and its annexes, the Special Terms & Conditions and the present General Terms & Conditions.

Portal: is a self-care tool (web portal) offered to the Customer as part of the M2M service and the IoT Service in order to give him a complete overview of and control over his Fleet of SIM cards.

Roaming: enables the Customer, with his SIM card, to make use of other mobile networks.

Server: the Customer´s centralised IT equipment remotely controlling the Machine or the Device.

SIM card: the card into which a microprocessor of ISO format (SIM) or of compact format (Micro SIM) is integrated and which is specifically offered by Orange Belgium s.a. for the M2M or IoT application.

Device: smartphone and/or tablet on which the M2M or Internet of Things Service is running.

Fleet: the totality of the SIM cards that are allocated to a Customer.

Value Added Solution: the services and/or products of the Customer, in which a SIM card and M2M or IoT telecommunications are integrated, for the Customer´s own use or to be offered commercially to the Users.

Web Services: are application programming interfaces (APIs): interfaces implemented by a software program that make it possible to enter into interaction with other software. They facilitate interaction between different software programs without human intervention.

Article 2 – Conditions for entering into the Agreement

2.1. At Orange´s simple request, the Customer must:
- identify himself by means of the original Belgian identity card, the EU resident card or the original identity card for foreign nationals issued in Belgium held by the natural person who is authorised to represent the juristic person or voluntary association
- submit a copy of the articles of association as published in the Belgian Official Journal and of all subsequent alterations of the articles of association as published in the Belgian Official Journal
- submit all further documents in order to enable Orange Belgium s.a. to assess the financial position and creditworthiness of the juristic person or voluntary association

Any person who comes forward as the agent or attorney-in-fact of the juristic person or voluntary association shall be required to identify himself at Orange´s first request and to submit proof of their capacity as agent or attorney-in-fact.

The Customer is solely liable for the correctness and completeness of the information provided by him.

2.2. Upon conclusion of the Contract the Customer is asked to provide information on the number of employees, in order to determine whether the Customer is a Micro-enterprise or a Micro-organisation without profit motive, a Small enterprise or a Small organisation without profit motive or does not fall under one of these categories. The segmentation of the enterprise or organisation of the Customer is determined on the basis of this information communicated by the Customer upon conclusion of the Contract. The Customer declares on his honour that the communicated information is truthful. The Customer shall at the first request of Orange Belgium nv produce an official certificate of the number of full-time employees (or equivalents). Orange Belgium shall maintain this segmentation during the full term of the relevant Contract with the Customer.

Article 3 – Entry into effect of the Agreement

Unless otherwise agreed, the Agreement exists as of the Customer´s signing of the Contract. If the Contract is concluded via Orange´s website, the Contract exists as of the receipt by Orange Belgium s.a. of the Customer´s e-mail with the order.

All rights and duties of the Agreement apply as of the Customer´s signing of the Contract or, if the Contract is concluded via Orange´s website, as of the receipt by Orange Belgium s.a. of the Customer´s e-mail with the order, and the Customer is bound thereby. If the Customer withdraws from the contract prior to the Activation, the provisions of article 16.2 will apply.

Orange Belgium s.a. undertakes to perform the Activation of the Service as quickly as possible, except in the following cases:
a) The legal person or association refuses to provide the required information mentioned in article 2, or provided incorrect or false information.

b) The legal person or association failed to fulfil the obligations to which it is obliged under any other contract concluded with Orange Belgium s.a..

c) Orange Belgium s.a. has proof or serious suspicions concerning non-payment, fraud or use of SIM card(s) for purposes in breach of the Agreement, in violation of statutory or regulatory provisions and/or contrary to public order, policy or good morals.

d) The juristic person or voluntary association is a defaulter.

e) The Customer disrupts or threatens to disrupt the proper functioning of the Orange network.

The Customer shall owe the compensations as of the Activation.

Article 4 – Term of the Agreement

The Agreement is concluded for a limited term of three (3) years, counting from the Activation of the Service.

Each time when the period established in the Agreement has expired, the Agreement shall be tacitly renewed for an unlimited term and the Agreement can be cancelled by each Party at any time in writing and without giving reasons. In the event of cancellation by the Customer, the Agreement is terminated at the time chosen by the Customer, even immediately. Orange Belgium s.a. then stops the Service as quickly as technically possible and sends a written confirmation thereof to the Customer. In the event of cancellation by Orange Belgium s.a., a notice period of one month shall be respected by Orange Belgium s.a.

The Parties confirm that the various contracts concluded with Orange Belgium s.a. can have different terms and therefore different expiry dates. The cancellation of a contract for a specific service, such as mobile voice, therefore does not entail cancellation of this Agreement concerning the Service, and vice versa..

Article 5 – Index adjustment, modification of the Contract and rate increase

The rights mentioned in this article benefit to Customers that are Micro-enterprises, Small enterprises, Micro-organisations without profit motive or Small organisations without profit motive.

5.1. Orange Belgium s.a. may revise and adapt its prices once a year in accordance with the consumer price index.

5.2. In the event of a modification of the terms and conditions of the Contract or a rate increase, or a price increase linked to the consumer price index, the Customer shall be notified about this one month in advance.

5.3. The Customer who does not accept modifications of the terms and conditions of the Contract that apply to the Customer in view of the Services that are activated or a price increase that applies to the Customer in view of the Services that are activated, is entitled to cancel the Agreement, at no expense and in writing, at the latest three months after notification of the modifications, unless the proposed modifications are demonstrably to the exclusive benefit of the Customer, are strictly administrative in nature and have no negative consequences for the Customer or are directly imposed by or pursuant to legislation that leaves operators no choice in terms of implementation or if it involves an increase related to the consumer price index in accordance with article 5.1 of these General Terms and Conditions.

Article 6 – Value Added Solutions

The Customer can integrate and implement M2M or IoT telecommunications into his products and/or services, as part of a Value Added Solution, in order to use this solution himself or offer it commercially to Users.

The Customer agrees not to resell, resupply or otherwise distribute the SIM cards and the Service for purposes other than the Value Added Solution without Orange´s advance written consent.

The Customer agrees to take all reasonable steps in order to guarantee that the Users and their possible customers are aware of and act in conformity with the general provisions of this Agreement and the related annexes. The Customer acknowledges that a breach of this Agreement by a User constitutes a breach by the Customer.

Article 7 – Voice traffic

Voice traffic is possible to a limited number of telephone numbers, as detailed in the Special Terms & Conditions. When a SIM card is used for other than M2M or IoT communications, Orange Belgium s.a. can invoice the Customer for these communications outside Machine to Machine or Internet of Things services at the applicable standard voice rates.

Article 8 – Steering

Orange Belgium s.a. reserves the right to implement in the SIM cards a list of preferred networks (a ´steering´) to which these cards are preferably oriented, in order to be able to offer the Customer adapted rates. The steering that applies is detailed in the Special Terms & Conditions.

The Customer undertakes to make no adaptations of any kind to the steering implemented by Orange Belgium s.a. and not to use any Machines, Devices, or Objects and not to perform other manipulations within the framework of a Value-Added Solution, which can endanger the proper functioning of the steering implemented by Orange Belgium s.a. Within the framework of the Value-Added Solution the Customer shall make all adaptations that are necessary for the proper functioning of the steering.

Orange Belgium s.a. bears absolutely no responsibility for the impact on the quality of the telecommunications, if the Customer does not comply with the above-mentioned obligations.

In that event, Orange Belgium s.a. also reserves the right to change the agreed rates.

Article 9 – Privacy protection

a) Each party undertakes with regard to personal data that should be processed during the implementation of this Agreement, to respect the applicable laws on privacy protection including, but not limited to, (i) the General Data Protection Regulation (2016/679), (ii) national laws implementing the Privacy and Electronic Communications Directive and (iii) any other regulations effective that may apply to personal data processed in the course of the performance of the Agreement. Each party shall do everything in its power to work together with the other party in order to enable the other to comply with its statutory obligations.

Each Party guarantees that it and its subcontractors have taken the appropriate technical and organisational measures that are necessary in order to ensure a suitable security level and to protect the personal data against unauthorised changes, unauthorised access, loss, theft and any other unauthorised processing.

b) As data controller, Orange Belgium s.a. processes personal data that are furnished by the Customer, including therein any personal data of the Users.

Orange Belgium s.a. processes these personal data within the framework of the implementation of the Service, invoicing of the Service, management of the information provided by the Customer, processing of the questions asked by the Customer and fraud control.

As data controller, Orange Belgium s.a. processes traffic data of the Customer and of the Users, within the framework of invoicing for the Service.

The above-mentioned data of the Customer and the Users are recorded in Orange´s databases, which are the property of Orange Belgium s.a.

c) The data subjects concerned by the data processing performed under the Agreement can exercise the rights they hold under the applicable data protection legislation by sending a written, dated and signed request to Orange Belgium s.a., accompanied by a copy of the identity card. The Customer can notably obtain free of charge a written overview of his personal data in the possession of Orange Belgium s.a. or obtain the rectification or erasure of these data if they are inaccurate, incomplete or no longer relevant.

Article 10 – Rates – Invoicing – Payment conditions

10.1. Rates

The rates for the services provided by Orange Belgium s.a. are defined in the Special Terms & Conditions.

10.2. Invoicing

Each month, Orange Belgium s.a. shall send the Customer an invoice in euros with the costs for the Service.

However, Orange Belgium s.a. reserves the possibility to depart from this periodicity after having notified the Customer thereof.

10.3. Orange Belgium s.a. cannot be held responsible for invoicing data that are passed on by third parties for services that they provided.

The Customer acknowledges and accepts that costs for services that are not provided directly by Orange Belgium s.a., such as roaming services, can be invoiced at a later time than foreseen, and sometimes with several months´ delay. Orange Belgium s.a. shall make the necessary efforts in order to limit this period to a maximum of 6 months. Orange Belgium s.a. is not liable vis-à-vis the Customer for such delay.

10.4. The Customer undertakes to process the invoicing data only in strict compliance with the applicable laws relating to secrecy of communication, privacy protection and the processing of personal data.

10.5. Payment conditions for the invoices

10.5.1. Unless some other payment period is stated on the invoice itself, the invoiced amounts must be paid within 30 days.

If a different payment period was contractually agreed and if, for the Customer involved, bankruptcy has been applied for or demanded, or in the event of

manifest insolvency or a situation of suspension of payments or evident inability to pay on the part of the Customer, Orange Belgium s.a. has the right to unilaterally change this payment period. The Customer shall be informed thereof in writing.

10.5.2. The invoices are settled via the following methods of payment:

- by bank transfer, with the form that is included with the invoice, without altering the data that Orange Belgium s.a. has printed on it
- by direct debit

a) From a Belgian bank account. The pre-notification that is provided for in the European Payment Services Directive shall be communicated via the invoice, which can be sent to the Customer within less than the 14 days established in the Directive.

b) Via a Visa, Eurocard, MasterCard or American Express credit card. The direct debit instruction is given using a form provided by Orange Belgium s.a.

Orange Belgium s.a. reserves the right to request upon Activation that the invoices be paid by direct debit from a Belgian bank account or via a credit card accepted by Orange Belgium s.a.

Moreover, Orange Belgium s.a. reserves the right to demand that the payment, in whatever form, be secured by a bank guarantee from a bank that is accepted by Orange Belgium s.a.

10.5.3. Expiry of the payment period entails that the Customer is ipso jure in default, without a demand being required. As of the expiry of this period, late-payment interest shall be owed automatically and without prior formal notice of default at the statutory interest rate, as well as liquidated damages of 15 % of the total invoice amount, with a minimum of 62 euros.

10.6. Unique character of the contractual relations

Accounts receivable that the Customer owes on the basis of a contract with Orange Belgium s.a. may be assigned to any other contract that the Customer has entered into with Orange Belgium s.a.

10.7. Complaints

All complaints concerning the invoices must be clearly substantiated in writing, sent by ordinary mail to Orange´s customer service department within 1 month after the date of the disputed invoice. After this period, the Customer is irrevocably deemed to have accepted the invoiced amount. The filing of a complaint does not release the Customer from his obligation to pay the undisputed part of the invoice. The call registrations (reports of calls) that serve as the basis for the invoicing and which are stored by Orange Belgium s.a., shall prevail over any other proof, without prejudice to the Customer´s right to provide evidence to the contrary by all means.

10.8. The invoicing concerning the different services of Orange Belgium s.a. may be grouped in a single invoice.

10.9. The Customer can request a duplicate of his invoice on condition that the invoice date is not older than 18 months. Administrative expenses may be charged for each duplicate. An overview of any additional costs that might be claimed by Orange Belgium s.a. is available on the website of Orange Belgium s.a. (www.orange.be). The Customer's assertion that he did not receive a specific invoice does not release the Customer from his obligation to pay the amount included on this invoice.

10.10. Late payment as a result of which demands must be sent out can entail the charging of administration costs. This is also the case for any refusal of payment of a domiciled invoice by the financial institution designated by the Customer, or in the event of refusal of payment of a domiciled invoice on a credit card, or if the mention on the transfer of the Customer is incorrect or incomplete. An overview of prices is available on www.orange.be.

Article 11 – Property rights – The SIM card

11.1. The Parties agree that each party shall be the exclusive owner of all intellectual properties that were developed or acquired prior to the date of the signing of this Agreement and that all such intellectual properties shall remain the exclusive property of the party in question.

11.2. Orange Belgium s.a. shall be the owner of all intellectual properties, regardless of how they are developed (either independently, or together with a third party), that are derived from its services and products, except with regard to the Value Added Solution.

11.3. Orange Belgium s.a. is and remains the sole owner of the SIM card. The Customer may not destroy or damage the SIM card in any way whatsoever. The Customer shall take all necessary precautions in order to prevent the SIM card from being wrongly or unlawfully used.

11.4. Orange Belgium s.a. reserves all intellectual property rights relating to the SIM card and the Documentation. The Customer acquires a single non-exclusive licence to use the SIM card and the Documentation (and to grant a use right to the Users) for the purposes and within the limits that are set out in the Agreement.

11.5. The Customer is allocated a PIN code (personal identification number) and a PUK code (personal unlocking key), which protect the access to the SIM card. The Customer must use these codes in accordance with the instructions in the manual of his Machine, Device, or Object. The Customer is responsible for strictly maintaining the secrecy of these codes.

11.6. The Customer undertakes not to copy the SIM card and/or the Documentation nor to allow them to be copied. The Customer also undertakes not to subject the SIM card to any form of decompilation, analysis or reverse engineering, not to create any derivative software and not to use the software in ways other than those which are described in this Agreement.

11.7. The Customer is solely liable for the proper insertion of the SIM card into his Machine, Device, or Object.

While the SIM card is in the possession of the Customer or of his Users, the Customer is solely responsible:
- for each use of the SIM card and for the consequences of that use
- for the loss, theft or damage of the SIM card and/or the Documentation

11.8. In the event of loss or theft of a SIM card or in case of suspected or detected SIM card fraud, the Customer shall immediately suspend the SIM card on the Portal or inform Orange Belgium s.a. by telephone and ask at the same time to suspend the SIM card in question. The Customer is released from the payment of any and all costs resulting from the use of the SIM card after this suspension on the Portal or the notification by telephone.

11.9. In the event of a defect of the SIM card and if such a defect falls under Orange´s responsibility:
- Orange Belgium s.a. shall replace the damaged SIM card
- otherwise, the provisions of article 12 of the present Agreement will apply

11.10. The Customer must immediately return the SIM cards and the Documentation to Orange Belgium s.a. if the latter so requests, for whatever reason, and more specifically in the event of misuse of the SIM card by the Customer and/or his Users.

11.11. The use of the trademark and the logos of the other Party is only allowed in conformity with the provisions of this Agreement and after the advance written approval of each Party before any use of the trademarks and logos. Under this Agreement or otherwise, the Parties have no intellectual property rights - nor will they acquire them - on the trademark and logo of the other Party.

11.12. The Customer guarantees that the Value Added Solution does not infringe the intellectual property rights of any third party. The Customer shall fully indemnify Orange Belgium s.a. against loss, costs, expenditures, claims or monetary obligations, both directly and indirectly as a result of a claim from a third party against Orange Belgium s.a. on the basis of the assertion that the Value Added Solution infringes such intellectual property rights.

Orange Belgium s.a. shall inform the Customer as quickly as possible of infringements, presumed infringements or alleged infringements by the Value Added Solution of the intellectual property rights of a third party.

Article 12 – Performances, obligations and liability of Orange Belgium s.a.

12.1. Performances of Orange Belgium s.a.

a) Orange Belgium s.a. shall from time to time organise training sessions on the Service in its site in Brussels or on site at the Customer´s, or online, and this so that the Customer can fulfil its implementation and solution-related obligations under this Agreement.

b) Orange Belgium s.a. shall give support to the Customer, as explained in the Special Terms & Conditions. Orange Belgium s.a. and the Customer agree to work together in order to guarantee the quality of the Value Added Solution, if applicable. The foregoing does not constitute any guarantee on the part of Orange Belgium s.a. vis-à-vis the Customer or the Users.

c) Orange Belgium s.a. shall manage the Service on a “post-implementation basis”. These management responsibilities include the provision of the network, the provision and Activation of the SIM cards, telecommunications support, database management, upgrades, training, customer services and other services relating to the day-to-day management.

d) Orange Belgium s.a. shall comply with all statutes, regulations and other legal requirements that apply to this Agreement and the provision of the Service.

e) Actions of Orange Belgium s.a. in the event of security and integrity incidents. Orange Belgium s.a. undertakes to incorporate security measures into the Orange telecom and IT network, so that potential misuse is minimised. Orange Belgium s.a. cannot thereby exclude every form of improper use or the improper disclosure of data. As with other incidents, possible security and integrity incidents are followed up the Orange Operations Center that monitors incidents 24/7 and if necessary, can request support from the technical experts.

12.2. Support of the Customer

When the Agreement enters into effect, Orange Belgium s.a. communicates to the Customer the necessary information relating to the Service.

The Customer shall himself designate a specific employee who is responsible for the centralisation of any problems. The Customer or User must contact this specifically-designated employee so that a problem can be qualified and in order to prevent a Customer from contacting Orange Belgium s.a. for a problem not falling under Orange´s responsibility. The Customer shall be responsible for filtering all problems relating to the Service provided by Orange Belgium s.a.

Orange Belgium s.a. makes a customer support available in order to as far as possible provide responses to the questions, problems and complaints of the Customer relating to the Service or to report incidents by phone or email to customer service.

The Customer accepts that calls from or to Orange’s customer service department can be recorded or listened to by persons who do not themselves participate in the conversations, with a view to training and supervising Orange’s personnel. The Customer has the possibility to refuse this on a conversation-by-conversation basis.

12.3. Best-efforts obligation

Orange Belgium s.a. undertakes to do everything in its power to provide optimal access to the Orange network and the Service. Orange Belgium s.a. has a best-efforts obligation. Orange Belgium s.a. autonomously chooses, the technical means that are necessary to establish this access in the best circumstances. On the website the Customer will find more information about the traffic management applied by Orange in order to ensure an optimal quality of the Orange network and prevent (over)saturation.

Orange Belgium s.a. shall do everything possible in order to establish M2M or IoT telecommunications in conformity with the general provisions of this Agreement. Orange Belgium s.a. thus does not guarantee the complete, adequate or timely functioning of the SIM card or the network.

Mobile telephony and/or data transfer is a form of wireless communication on the basis of radio signals that are transmitted. These signals can be disrupted by an external source or by obstacles that are inherent to buildings, the vegetation or the landscape or by other disruptions in other telecommunication networks with which Orange Belgium s.a. is connected. For this reason, a perfect transmission cannot be guaranteed everywhere and at all times.

Moreover, the quality of the Service also depends on the quality and the characteristics of the Machines, Devices, or Objects that the Customer uses. Orange Belgium s.a. cannot be held liable for transmission disruptions that result from circumstances such as those mentioned above.

The Service functions through the use of radio signals, wireless and fixed networks. Therefore the Customer must never rely solely on the Services for critical applications. The Customer must ensure that he has the necessary contingency plans.

The Orange network and the Service occasionally require maintenance, reinforcement, modification, extension, renovation or other works. As a result, a part or all of the Service may be temporarily disabled. In that event, Orange Belgium s.a. shall do what is necessary to limit these periods of interruption to a minimum, even if they are unavoidable. If possible, Orange Belgium s.a. shall notify the Customer in advance of planned interruptions of the Orange network.

Roaming is based on telecommunication systems of foreign networks, over which Orange Belgium s.a. has no control. Orange Belgium s.a. offers no guarantees with regard to the availability and quality of the roaming services.

Orange Belgium s.a. cannot guarantee the access and the support of the Service if the SIM card forms the object of decompilation, analysis or reverse engineering or if the SIM card is wrongly or unlawfully used in some other manner.

12.4. Responsibilities

12.4.1. Orange Belgium s.a. is not responsible for disruptions in the Service resulting from:

- malfunctions or interruptions of network connections due to an external source or obstacles inherent to the environment
- hardware or software – other than the SIM card – that the Customer uses
- changes in the use conditions or the environment of M2M or IoT by the Customer
- more generally, all factors that have no connection with Orange Belgium s.a. but rather with external factors or actions of third parties

Orange Belgium s.a. is not responsible for the content of signals and messages, or the harm that they may cause.

Orange Belgium s.a. shall not be held liable for the accessibility, content or legality of the data transmission services furnished by third parties, or for the time or the volume of data that is required in order to obtain the desired information.

Orange Belgium s.a. shall not be liable for any changes as a result of prescriptions imposed by the BIPT or other regulating authorities.

Orange Belgium s.a. is not liable for incorrect use of the SIM card by the Customer or a User or the poor functioning of the SIM card as a result of misuse by the Customer or a User.

Orange Belgium s.a. cannot be held liable for harm in the event of or as a result of cases of force majeure. The following situations, amongst others, are explicitly regarded as cases of force majeure:
- the consequences of ice, fire, natural disasters, riots, floods, strikes or lock-outs
- non-availability of transport, lack of means of transport
- statutory or administrative restrictions with regard to the making available of the Service
- measures that are imposed by the competent authorities and as a result of which it becomes impossible, more difficult or significantly more expensive to make the service available than it was at the time the Agreement was concluded
- accidents, damage, loss, theft, defects, etc. with regard to the buildings, vehicles, machines or other objects that are not under the control of Orange Belgium s.a., its suppliers or its subcontractors
- overloading of the Orange network

12.4.2. If Orange Belgium s.a. is held liable for a fault on its part, the indemnification applies only for the direct, personal and certain damage that the Customer has undergone, to the explicit exclusion of compensation of any indirect or intangible damage and/or harm, such as commercial damages, business or turnover losses, data losses. The amount of the indemnification that Orange Belgium s.a. should have to pay under the above-mentioned conditions remains strictly limited to six times the monthly fee for the Service, with a maximum of 50,000 euros.

Article 13 – Obligations and responsibilities of the Customer

13.1. Information obligation
The Customer undertakes to inform Orange Belgium s.a. in writing at the latest within 5 working days of any change in the data that he provided when signing the Contract. If the Customer communicates these changes too late, he can make no claim for the implementation of modifications with retroactive effect by Orange Belgium s.a. nor for a reinvoicing.

13.2. Normal and careful use
The Customer undertakes to use and manage the Service that Orange Belgium s.a. provides to him with due care, in conformity with the provisions of the Agreement and the applicable statutes and regulations. It is prohibited to use the Service in a manner contrary to public order, policy or good morals.

In particular the Customer undertakes not to use the Service (nor to give a third party consent/occasion to do so) in order to send or receive elements or data of any kind that are contrary to the applicable laws and regulations, which have a threatening, injurious, insulting character, impair confidentiality obligations or violate property rights. The Customer undertakes not to - intentionally or negligently - send any electronic and/or software element whatsoever via the Service that could cause harm of any kind to the computer systems of Orange Belgium s.a. or other internet users.

The Customer also undertakes to use the roaming services in a reasonable and non-abusive manner in conformity with the laws in effect, notably the European regulations.

13.3. Hardware
The Customer undertakes only to use hardware that is in perfect condition. He undertakes not to connect to the network any hardware that can result in disruptions of the Service. In the event of a breach that could lead to such disruptions, Orange Belgium s.a. may fully or partially deactivate the Customer´s SIM card(s).

13.4. Closed User Group
The Customer undertakes to use the Service exclusively for data transmission between remote Machines, Devices, or Objects and servers in accordance with the provisions in the Agreement. The use of the SIM card(s) is thus limited to a specific “Closed User Group”, in other words between the Machines, Devices, or Objects and the server that form part of a given solution/application. The SIM cards may be used exclusively in Machines, Devices, or Objects with a view to M2M or IoT applications and may under no circumstances be used in devices of the ´GSM gateway´ type or in comparable devices.

13.5. The Customer must, if he grants access via the internet to his own data and/or software, take all appropriate measures in order to maintain the availability, integrity and confidentiality thereof, above all by protecting them against infection by possible viruses.

13.6. The Customer shall make no declarations or offer guarantees or warranties (i) on behalf of Orange Belgium s.a. or one of its suppliers or (ii) with regard to the performance capacity or the functional characteristics of the Service.

13.7. The Customer shall comply with all statutes, regulations and other legal requirements that directly or indirectly apply to this Agreement, including the laws concerning privacy protection and commercial practices, the laws concerning taxes and exchange transactions, and the statutes, rules and regulations concerning the export of technical data.

13.8. The Customer shall immediately inform Orange Belgium s.a. in writing of (i) any claim or judicial action with regard to the Service of which he gains knowledge, and (ii) any essential change with regard to the management of the Customer.

13.9. Machines, Devices, or Objects
The Customer shall inform Orange Belgium s.a. about the Machines, Devices, or Objects that are used. The Customer shall not use any other Machines, Devices, or Objects unless he has received Orange´s express written consent.

If Orange Belgium s.a. performs a Machine, Device, or Object validation, Orange Belgium s.a. has the right to charge the Customer an amount of 1,000 € excl. VAT per day devoted to this validation, with a maximum of 10,000 € excl. VAT.

If the Machine is not a certified modem (included on the Orange list of certified modems, available from Orange Belgium s.a. at the Customer´s request) or if the Machine was not validated during a pilot phase with modem validation, or if the Device or Object is not a certified Device or Object (included on the Orange list of certified Devices and Objects, available from Orange at the Customer´s request) or if the Device or Object was not validated during a pilot phase with Device or Object validation, Orange Belgium s.a. shall be entitled to charge a fee of 1,000 € excl. VAT per day spent solving the problem in question with a maximum of 10,000 € excl. VAT per incident for each problem relating to the provision of the Service to the Customer where it is established that this is attributable to the Machine, Device, or Object used by the Customer or the User.

13.10. The Customer shall strictly comply with the guidelines from Orange Belgium s.a. concerning the use of the Orange brand.

13.11. The Customer shall (i) not reverse engineer, decompile or disassemble the hardware or software or equipment that is made available or displayed by Orange Belgium s.a. and the Customer shall (ii) not remove, print over or render illegible mentions of a copyright, a trademark, a logo, a legend or some other ownership mention on originals or copies of confidential information communicated by Orange Belgium s.a.

13.12. The Customer shall pass on regularly a volume forecast and an update per project. The Customer shall have sufficient personnel and resources available in order to attain the volume forecast.

13.13. If the Customer sells the Services as part of a Value-Added Solution to Users, the Customer shall also comply with the following provisions:

a) He shall at his own expense make commercially reasonable efforts to promote the Value Added Solutions and to otherwise create a market for these solutions. These efforts may consist, without limitation, of sales visits, advertising and participations in trade fairs and exhibitions, and the purchase and display of demonstration units relating to the service and/or the product. All marketing and promotional activities and all materials that the Customer uses in relation to the Value Added Solution and which are not provided by Orange Belgium s.a. and that bear the Orange brands must correspond with Orange´s written brand guidelines. Moreover, the Customer must submit samples of such materials to Orange Belgium s.a. at Orange´s request, in order to protect Orange´s rights on its brands. The Customer shall comply with all legal requirements that apply to promotion and marketing vis-à-vis customers and he shall avoid fraudulent, misleading, illegal and unethical practices with regard to the marketing and promotion of the Value Added Solution.

b) He shall develop the capacities to effectively commercialise and sell the Value Added Solution. This includes, but is not limited to, the fact that his personnel receives training from Orange Belgium s.a. and learns to make use of the sales tools furnished by Orange.

13.14. Public announcements and press releases

The Customer is not authorised to make public announcements or to publish press releases regarding Orange Belgium s.a. without Orange´s formal approval. The formal approval can be obtained if the Customer complies with the process described below:

- send to Orange Belgium s.a. the text (or speech) and the media plan (or the details of the event) at least 6 weeks prior to the public disclosure or the event
- submit the text (or speech) and the media plan internally for Orange´s approval,
- Orange Belgium s.a. gives the Customer a formal written approva

13.15. Liability

13.15.1. The Customer is solely liable and shall solely owe compensation for the use of the Service. The Customer is solely responsible and liable for the execution of his contractual obligations, even if he has indicated several Users within the framework of the Agreement. Under no circumstances shall Orange Belgium s.a. have to take account of any assignment to a third party.

The Customer solely is liable for all direct or indirect damage as a result of failure to fulfil one of his obligations within the framework of the Agreement. The Customer must compensate Orange Belgium s.a. for the damages caused thereby, without prejudice to all other rights and claims of Orange Belgium s.a.

13.15.2. In the event of disablement, shutdown or disconnection of a SIM card due to a breach of this Agreement by the Customer or misuse by a Customer, the Customer shall indemnify Orange Belgium s.a. against any claim of third parties, such as a User, as a result of this disablement, shutdown or disconnection.

Article 14 – Ordering and activation processes

14.1. The Customer shall be able to order new or additional SIM cards from Orange Belgium s.a.

In any event, Orange Belgium s.a. shall invoice the Customer as of the date on which the SIM card is activated.

All SIM cards that Orange Belgium s.a. delivers to the Customer must be connected to the Orange network. If a SIM card is not connected to the Orange network within 90 days after the delivery date, Orange Belgium s.a. reserves the right to demand that the Customer return the SIM card to Orange Belgium s.a. or pay to Orange Belgium s.a. the monthly cost price for each SIM card that is not connected.

14.2. Pre-activated SIM cards for test purposes

Orange Belgium s.a., by mutual agreement with the Customer, can provide pre-activated SIM cards to the Customer in order to test the integration and functioning of the SIM card and the Service in the Value Added Solution.

The test SIM cards are made available to the Customer with a predetermined fixed and pre-activated value.

The pre-activated fixed value is described in detail in the Special Terms & Conditions.

The test period of these pre-activated SIM cards shall in any case be limited to a maximum of 24 months as of the date of activation of the pre-activated SIM cards provided to the Customer. The Customer is not authorised to suspend pre-activated SIM cards.

Orange Belgium s.a. shall begin to invoice the Customer for these pre-activated SIM cards as of the moment that the fixed predetermined value of the test SIM cards is used up or otherwise as of the moment that the 24-month test period has expired. In order to avoid any misunderstanding, it is specified that Orange Belgium s.a. shall in any case begin to invoice the Customer after 24 months even if the pre-activated fixed value of the test SIM cards is not completely used up at that moment.

14.3. Test SIM cards

Orange Belgium s.a. can provide SIM cards to the Customer via a manual process in order to test the Service (Test SIM cards).

If Test SIM cards are requested by the Customer for a specific User/prospect, Orange Belgium s.a. shall agree in advance in writing with regard to:

- the number of SIM cards
- the profile of these SIM cards (type of steering, possible GSM data number, roaming, etc.)
- the limited active period of these Test SIM cards that will apply for this specific User/prospect

The activation of the Test SIM cards will be done by Orange Belgium s.a. at the Customer´s written request. The Customer will completely fill out the standard form for ordering test cards, available from Orange Belgium s.a., and send it back to Orange Belgium s.a. in order to request the activation.

14.4. Portal

14.4.1 Availability and Use

Orange Belgium s.a. grants the Customer access to the Portal. The Portal is a self-care tool offered to the Customer in order to give him a complete overview of and control over his Fleet of SIM cards. The Customer is strongly advised to use the Portal.

More specifically, the Portal includes the following applications:
- management of the SIM cards and lifecycle management: orders, activation/pre-activation, suspension, termination, reactivation, changing a status of a card, changing the subscription package
- management of the use rights within the Customer´s organization
- information relating to the invoicing: access to the invoices and to analytical tools (subject to a specific request for access)
- cost prevention: alarms to better control data usage and avoid an unexpectedly high cost on the bill
- fraud prevention: alarms to prevent abuse
- failure detection: alarms to see if there is a problem with a device or Sim card
- personalization: specific reports and statistics tailored to the Customer's needs

The Customer can also subscribe via the Portal to a monitoring and analysis tool to secure its devices. This tool provides the means to inventory the Sim cards and issue an opinion on their security level.

Orange Belgium s.a. shall do everything in its power so that the tool detects malicious, suspicious, or anomalous behavior of the Sim cards, however this is an obligation of means and Orange Belgium s.a. doesn't guarantee the detection of all cyberattacks. Orange Belgium does not guarantee or warrant that it will find, locate or discover all threats, vulnerabilities, malware and malicious software in the devices of the Customer. The Customer will not hold Orange Belgium responsible for this.

When the Customer would be informed via this monitoring and analysis tool of a cyberattack, the corrective actions to secure its devices must be taken by the Customer himself. It is the Customer's responsibility to assess the impact of a corrective action before implementing it. Under no circumstances can Orange Belgium s.a. be held responsible for such cyberattacks, corrective actions and their consequences.

The Portal is accessible via the internet or partially via web applications that are available in order to integrate the Portal into the Customer´s IT applications.

The Customer undertakes to use the Portal that is provided to him by Orange Belgium s.a. with due care, in conformity with the provisions of the Agreement and the applicable statutes and regulations and not to violate rights of third parties.

The Customer alone is responsible for the actions requested via the Portal and for the consequences thereof, such as the impact on the invoicing and the impact on the service itself. Orange Belgium s.a. cannot be held responsible for damages resulting from the actions requested by the Customer via the Portal or resulting from the erroneous, non-conforming or unlawful use of the Portal by the Customer.

Orange Belgium s.a. shall do everything in its power so that its systems automatically perform the requested actions which the Customer passes on via the Portal as quickly as possible. This is a best-efforts obligation for Orange Belgium s.a.

The Portal is the first and only contact point for the applications that are made available via the Portal. The Portal shall first be used by the Customer before contacting the customer support department.

The Portal and the data that are available via the Portal remain the property of Orange Belgium s.a. In order to give access to the Portal, Orange Belgium s.a. shall provide the Customer with a personal access code and the Customer will receive a limited, non-assignable right of access to the Portal and the data that are available via the Portal. The Customer is solely liable for the use of the personal access code, and undertakes to safeguard the secret and confidential character of this code and to neither communicate it nor assign it to any third party.

Orange Belgium s.a. reserves the right to make changes to the Portal or its conditions of use, or to discontinue the Portal or a part thereof.

Orange Belgium s.a. reserves the right to impose limits with regard to the number of transactions that the Customer may send or receive via the Portal.

14.4.2. Compatibility of Portal versions

When necessary for the proper functioning, Orange Belgium s.a. shall issue new releases of the Portal in order to offer the Customer new functionalities or to strengthen the Portal´s internal functionalities.

New releases of the Portal will have an impact on the Web interface (URL) and on the Web Services.

Orange Belgium s.a. shall notify the Customer within a reasonable advance period of the planned new releases.

Web Interface

The Customer shall automatically benefit from new Web interface releases.

Web Services

With regard to the Web Services, there will be an impact for the Customer only in the case of changes to the interface design that are necessary in order to continue using the Web Services. In that event, Orange Belgium s.a. shall notify the Customer two months prior to issuing the release, except in the case of an urgent release that is necessary for the proper functioning of the platform. The Customer is obliged to make the necessary changes to his systems in order to bring them into correspondence with the release in question and in order to be able to benefit from the obligatory functionality in question.

In the event of changes to the interface design that are optional for the Customer, i.e. not necessary so as to be able to continue using the current release, the Customer shall be able to continue using the current release without changes to his systems. In that event, however, he will not be able to benefit from the new functionality. If he wishes to use the new functionality, he must make the necessary changes in order to adapt the Web Services in his systems.

Article 15 – Suspension of the Service by Orange Belgium s.a.

15.1. In the event of non-payment of all or part of an invoice amount on the due date, and if the Customer has not acted on a written demand of Orange Belgium s.a. in which a 1-week regularisation period was given, Orange Belgium s.a. can ipso jure and without compensation immediately suspend provision of the Service(s) to the Customer, except in case of a justified dispute by the Customer of the invoiced amount.

15.2. If the Customer or a User or a later customer of the Value Added Solution does not fulfil other obligations vis-à-vis Orange Belgium s.a., as set forth in these Machine to Machine and Internet of Things General Terms & Conditions or any applicable Special Terms & Conditions, such as inter alia the obligation to make careful and normal use of the Service, or fails to respect the conditions of use of a Service, Orange Belgium s.a. can immediately suspend this Service without formal notice of default or compensation. Orange Belgium s.a. can also do this in the event of proof or serious indications of fraud.

Orange Belgium s.a. reserves the right in the event of abnormal increases in the consumption by the Customer or the User, and this if possible compared to the average consumption of the preceding 3 months, as a precautionary measure to suspend the access to the Service, after having informed the Customer thereof (if possible) by all suitable means. Orange Belgium s.a. can suspend the service if SIM cards are not being actively used (no incoming and/or outgoing traffic) during a period of 12 months.

15.3. Orange Belgium s.a. can immediately, without advance notice or compensation, suspend the Service in cases of force majeure or for reasons that relate to the technical operation. Orange Belgium s.a. undertakes to inform the Customer about this as far as possible and by all suitable means. Orange Belgium s.a. shall do everything in its power in order to limit malfunctions to a minimum and to resolve them as quickly as possible.

15.4. In the event of suspension in conformity with this article 15.1 and 15.2, the Customer remains bound to respect all obligations, including the payment obligation, that are imposed on him by the Agreement. One month after the starting date of the suspension, Orange Belgium s.a. may terminate the Agreement automatically and with immediate effect.

Article 16 – Termination of the Agreement

Orange Belgium s.a. is entitled to demand that the Customer return the SIM card(s) upon termination of the Agreement.

16.1. At Orange´s initiative

16.1.1. If the Customer has not remedied the situation within ten days following the suspension of the Service by Orange Belgium s.a. under article 15.1 and 15.2, Orange Belgium s.a. shall be entitled to immediately terminate the Agreement in writing, without advance notice or compensation in lieu of advance notice or compensation for damages.

16.1.2. Orange Belgium s.a. can immediately cancel the Agreement by means of a registered letter, without advance notice or compensation in lieu of advance notice or compensation for
damages, if it determines that the Customer gave Orange
Belgium s.a. inaccurate, false or incomplete essential information upon submission of the Contract or if the Customer neglected to communicate major changes with regard to the provided information or if the Customer uses the Service for purposes that are contrary to public order, policy, good morals or a legal or regulatory provision, or in conflict with this Agreement.

16.1.3. Orange Belgium s.a. can immediately terminate the Agreement in the event of bankruptcy, request for deferment of payment, liquidation or dissolution of the Customer´s company.

16.1.4. Outside of the cases of immediate termination provided for in the articles 16.1.1., 16.1.2. and 16.1.3., Orange Belgium s.a. can cancel the Agreement in accordance with the provisions of article 4.

16.2. At the Customer´s initiative

16.2.1. The Customer can cancel the Agreement after expiry of the agreed contractual period in accordance with the provisions of article 4.

16.2.2. Without prejudice to all of Orange´s other rights, if Orange Belgium s.a. puts an end to the Agreement due to a fault of the Customer, or if the Customer puts an end to the Agreement before the end of the agreed contractual period, he shall owe Orange Belgium s.a. a fixed and non-negotiable compensation that is determined as follows:

Per SIM card, the amount of the compensation is determined as follows:
- SIM cards that are active between 1 and 12 months: compensation = 6 months´ ´flat fee´ per card, or if no ´flat fee´ applies = 6 months´ ´average card value´ per card
- SIM cards that are active between 13 and 35 months: compensation = 3 months´ ´flat fee´ per card, or if no ´flat fee´ applies = 3 months´ ´average card value´ per card
- SIM cards that are active for more than 36 months: compensation = 1 month´s ´flat fee´ per card, or if no ´flat fee´ applies = 1 month´s ´average card value´ per card

'**Flat fee**': the compensation described in the Special Terms & Conditions.

Average Card Amount: the weighted average that corresponds to the total invoiced amount during the last three months divided by the total active basis of SIM cards of the Customer, excluding suspended cards.

The sum of all these amounts constitutes the total compensation owed by the Customer. This calculation is done on the day of the termination.

From a Customer with up to 9 employees maximum at the time of Agreement conclusion, this termination fee shall not be claimed after the end of the sixth month following the entry into force of the Agreement in question.

16.3. Consequences of the termination

The termination of a Contract entails ipso jure the termination of the Services included therein. The termination, for any reason whatsoever, has no effect on the Customer´s obligation to pay all owed amounts.

Article 17 – Roaming Regulations and Information for the Customer - Exception for the Service

17.1. The EU Roaming Regulations apply to individual traffic charges invoiced for the Services based on mobile communications usage.

For roaming from a Member State of the European Union, the Customer enjoys the national volumes (minutes, SMS, MMS and internet) included in his national bundle without extra cost compared to the monthly fee provided for his subscription formula and within the limits of a non-abusive use. For usages made beyond the bundle from the European Union, the national rate of his contract applies.

For mobile internet, the usages made from a country of the European Union can form the object of a reasonable usage policy on the part of Orange in the conditions defined in the rate sheet in effect and in accordance with the European regulations.

17.2. The EU Roaming Regulations provide that the transparency and safeguard mechanisms for retail roaming services do not apply to M2M and IoT applications.

So the Customer is informed that these transparency and safeguard mechanisms are not applied to the Machines, Devices, or Objects used by the Customer in the context of the Service for the full term of the Agreement.

Article 18 – Signature of the Customer

A fax message and the signature on it, a scanned document with signature on it, or an electronically signed PDF document have the same probative value as the original message and the original signature.

In so far as permitted by law, the e-mail communication between Orange Belgium s.a. and the Customer has the same probative value as written proof.

Each confirmation via e-mail or via Orange´s website by the Customer or via the Customer´s mobile telephony device (e.g. via SMS), of Services proposed or offered by Orange Belgium s.a. or of changes to the Service, or each order or action via the Portal engages the Customer, and the Customer is thus contractually bound for the relevant activations and/or changes of the Service. Relevant electronic communication data are stored by Orange Belgium s.a., and this for a time period that is no longer than necessary.

Article 19 – Assignment

19.1. At Orange´s initiative

Orange Belgium s.a. is entitled to assign all or a part of its contractual rights and duties to a third party, without having to obtain the Customer´s consent for this and without the latter being able to demand any compensation in connection with this assignment. However, the Customer may in this case terminate the Agreement within 15 days after the notice of the assignment, via a registered letter to the attention of the assignee.

19.2. At the Customer´s initiative

The Customer may only assign - in whole or part - his contractual rights and duties to a third party subject to Orange´s consent and after the Customer and the assignee have signed the assignment form drawn up by Orange Belgium s.a. The assignee must also sign a new contract and accept the Machine to Machine General Terms & Conditions.

Article 20 – Non-waiver

The fact that one of the parties may at some point fail to demand strict application of one of the provisions of the Agreement may under no circumstances be regarded as a waiver of the rights that this party possesses. This fact does not impede this party from later demanding strict compliance with this provision or any other condition of the Agreement.

Article 21 – Invalidity

The invalidity, ineffectiveness or unenforceability of a given clause of the Agreement shall not affect the validity, effectiveness or enforceability of the other provisions of the Agreement, unless the Agreement cannot survive without this clause.

Article 22 – Complaints and disputes

22.1. Amicable settlement

a) In the event of complaints, the Customer shall address Orange's customer service department.

b) If the Customer is not satisfied with the answer of Orange´s customer service department, he can contact the Office of the Ombudsman for Telecommunications that was set up by
the competent authorities:

Office of the Ombudsman for Telecommunications
Koning Albert II laan 8 bus 3
1000 Brussels
Tel.: 02 223 09 09
Fax: 02 219 86 59
E-mail: klachten@ombudsmantelecom.be
Website: www.ombudsmantelecom.be

22.2. Jurisdiction

Any dispute relating to the existence, interpretation or execution of the Agreement that cannot be settled between the Customer and Orange Belgium s.a. shall fall under the exclusive jurisdiction of the courts of Brussels.

22.3. Applicable law

All provisions of the Agreement fall under Belgian law.

Article 23 – Notification

All communications to Orange Belgium s.a. must be addressed to Orange's customer service department.

R.E. Isabelle Vanden Eede, Orange Belgium s.a., Avenue du Bourget, 3 – B-1140 Brussels